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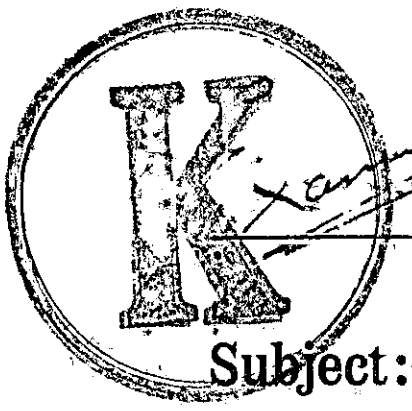
File No. Mining Leases 47



Legal **DEPARTMENT**

E **BRANCH**

Subject:— ~~Annual returns of applications for mineral concession.~~

Mining Leases.

P-29
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File No. Mining Leases/47

Std. Sectt. Slip 24-B

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C O N T E N T S.

Legal Department File No. Mining Leases/ 47

Sr. No.	Compilation No.	Subject.	Pages.
1	G.R.R.D.No. 10601/33 17-2-47	Mining Lease ---- Helegaddee and Habag Villages Kumta - Tal. Kanara Distt. Shri A.N.Mallapur Grant of - to the	1-3
2	G.R.R.D.No. 491/39-II 24-1-47 R.I.No.131 29-1-47	Mining Lease --- The New India Mining Corporation Ltd. --- Grant of -- to for extracting Kalion from certain land in Karalgi village the Khanapur tal. Belgaum Distt.	5-9
3	R.I.No.890 24-6-47	Mining Lease at Hosur---- Grant of -- to Oakley Ouneatr and Co. Ltd. Banglore for mining Gold.	11-25
4	G.R.R.D.No. 4879/45 28-7-47	Mining Lease --- Shri P.R.S.Pai--- Grant of to in respect of certain areas in Shotkoti village Tal Hovekarur Distt. Dharwar.	27-33
5	R.I.No.1820 30-12-47	Grant of Mining Lease to Shri A.N.Mallapur for abestos ore.	35-37

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Mining lease.
Holegadde and Horbag villages, Kumpta taluka, Kanara district.
Mr. Annaji Narayan Mallapur.
Grant of----to in,

Government of Bombay.
Revenue Department.
Resolution No.10601/39.
Bombay Castle, 17th February 1945.

Letter from the Collector of Kanara, No.S.79/25, dated the 12th September 1944.

Memorandum from the Commissioner, S.D., No. R.V.513, dated the 3rd October 1944.

Memorandum from the Director of Industries, No.Chem.110/170, dated the 11th December 1944.

Resolution :- Sanction is accorded to the grant of a mining lease for Asbestos for 10 years in the first instance to Mr. Annaji Narayan Mallapur in respect of an area of 67.20 acres in the villages of Holegadde and Horbag in the Kumta taluka of the Kanara district.

2. The rate of royalty should be fixed at 2½ per cent. on the sale value of the ore at the pit's mouth or dead rent of Re.1/- per acre, whichever is higher.

3. The Commissioner, S.D. should be requested to prepare the requisite draft lease in the model form accompanying Government Resolution, No.4524/24, dated 21st August 1935 and submit it for the approval of Government through the Remembrancer of Legal Affairs.

By order of the Governor of Bombay,

M.J.Desai,
Secretary to Government.

To

The Commissioner, S.D.,
The Collector of Kanara,
The Director of Industries,
The Chief Conservator of Forests,
The Conservator of Forests, Southern Circle,
The Accountant General,
The Finance Department,
The Remembrancer of Legal Affairs.

No. of 1945.

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Below endorsement by the Commissioner, Southern Division, No. R.N.V.-513, dated the 12th December 1946, with its accompaniments.

--x--x--

No. 486

Legal Department,

Bombay Castle, 15th January 1947.

Forwarded to the Revenue Department.

2. The draft Lease as slightly amended is in order.

O/C RSN 13/1.
Offg. Solicitor to Government.

Kc. 7.1.

Issued
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Submitted after issue
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SBR RON 1611

R&R 28/1

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3

Mining Lease.
The New India Mining Corporation, Limited,
Grant of -- to, for extracting kaolin from certain lands in Karalgi village in Khanapur taluka of Belgaum district.

GOVERNMENT OF BOMBAY
Revenue Department,
Resolution, No.491/39-II.
Bombay Castle, 24th January 1947.

Representation dated 2nd November 1945 from the Director, Mining The New India Corporation, Limited, Bombay -- stating that the license under the Land Revenue Rules for exploitation of kaolin from certain lands in Karalgi village in the Khanapur taluka of Belgaum district Sanctioned by Government to The New India Mining Corporation, Limited, does not allow full scope for the exploitation of the minerals that the Corporation was the holder of a prospecting license and of a Certificate of approval and therefore entitled to a mining lease as applied for, and requesting that a mining lease be granted.

Memorandum from the Director of Industries, No.Chem/2, dated the 8th January 1946.

Letter from the Commissioner, Southern Division, No. REV.514, dated the 4th April 1946.

Government Letter No.491/39/13054-G, dated the 21st May 1946, to the Director of Industries.

Government Memorandum, No.491/39/13054-G, dated the 21st May 1946, to the Commissioner, Southern Division.

Letter from the Director of Industries, No.Chem.110/133, dated the 19th June 1946.

Memorandum from the Remembrancer of Legal Affairs, No.5382, dated the 1st August 1946,

Government Letter, No.491/G/39, dated the 13th November 1946, to the Director, The New India Mining Corporation, Limited.

"With reference to the correspondence ending with your letter, dated 5th July 1946, requesting the grant of a mining lease to your Company for a period of 5 years in the first instance, in lieu of the license sanctioned under the Land Revenue Code, for extracting kaolin from certain lands in

Karalgi.....

Karalgi village I am directed to enquire whether your Company is agreeable to pay surface rent at the rate of Re.1/- per acre per annum and dead rent at the rate of Re~~x~~1/-per/acre per annum and/or royalty ton of crude kaolin at the pit's mouth, at the rate of Re.1/-per in accordance with the Bombay Mining concessions Rules."

Letter, dated the 21st November 1946, from the Director, The India Mining Corporation, Limited.

"We beg to acknowledge receipt of y ur letter, No.491-G/39, dated the 13th instant in the above matter.

"In reply we beg to point out that the period of 5 years stated by you for mining lease is a very short period for a lease of this type and we would therefore suggest that the lease may be made renewable for a further period of 25 years at our option, with a furtherx option of renewal for 30 years.

"With regard to the rents payable, this company is agreeable to the surface rent at the rate of Re~~x~~1/- per acre per annum and dead rent at the rate of Re.~~x~~ 1/- per acre per annum as stated in your above letter.

"Kindly expedite the issue of a mining lease as already very lucrative time has been lost"

Letter from the ~~Commissioner, Southern Division~~ Collector of Belgaum, No.R.M.L.10, dated the 3rd December 1946,

Memorandum from the Commissioner, Southern Division, No. REV.544, dated the 10th December 1946.

Resolution:-Government is pleased to accord sanction to the grant of a mining ~~of~~ lease to the New India Mining Corporation Limited, for 15 years from 1st March 1947, in lieu of the license sanctioned in Government Letter No.491-G/39, dated 22nd June 1945, for extracting kaolin from S.No.75 to 79 of Karalgi in the Khanapur taluka of the Belgaum district.

2. Surface rent should be fixed at the rate of ~~Re.1/x~~ Re.1/- per acre per annum and dead rent at Re.1/- per acre per annum, Levy of dead rent will cease as soon as royalty equal to the dead rent becomes payable under para 3 below.

3. Royalty should be fixed at the rate of Re.1/- per ton of crude Kaolin at the pit's mouth.

4.....

4. The Collector of Belgaum should be requested to prepare the requisite draft lease in the model form appended to Government Notification, No. 4524/24, dated 24th March 1941, and submit it through the Commissioner, Southern Division for the approval of Government. Clause (k) in the license giving a first right of refusal to adjacent lands situated within a radius of one furlong from the mining area should be omitted from the draft mining lease. The approval of the New India Mining Corporation, Limited, to the draft lease should be secured before submission to Government.

5. The Collector should also be requested to see that the a clause giving/first right of refusal to adjacent lands (clause K) in license is omitted from the license sanctioned to Mr. Kanaiyalal Ramprasad Thakore in Government Letter, No.802/45-G/45, dated 25th July 1945, to excavate kaolin from S.Nos.74 A and B, 84 A and B) and 87 of Karalgi. The license to Mr. Thakore should not be renewed after it expires.

6. The Collector should be requested not to give any other permission under the Land Revenue Rules for excavating kaolin.

By order of the Governor of Bombay,

J.B.Bowman.

Deputy Secretary to Government.

G.C.No.491/39-II, R.D., dated 24th January 1947.

To

The Commissioner, Southern Division (with casepapers in two files),
The Collector of Belgaum,
The Director of Industries,
The Remembrancer of Legal Affairs,
The Solicitor to Government in Legal Department,
The Accountant General,
The General Department,
The Finance Department.

No. of 1947.

Copy forwarded for information and guidance to:-

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· Submitted

Title in Manuscript

· MGP

29/1

· Sdr RH 29/1

11

Subject:-Mining lease at Hosur--
Grant of --- to M/s. Oakley Duncan and Co.,Ltd., Bangalore for mining gold.

....

Letter.

No.R.E.V.-782.

To,

Dharwar, 17 -6- 1947.

The Secretary to Government,
Revenue Department, Bombay.

Ref:-Government R.D.Nos.10600-G/39 dated 13-7-1946 and 22-1-1947.

The Gold Mining Lease of Hosur granted to M/s.Oakley Duncan & Co., Ltd., Bangalore has been duly stamped and executed on 26-5-1947. The deed has also been registered.

A duplicate copy of the deed registered is appended hereto for record as directed.

A copy of the completed document (lease deed) is being transmitted to the Solicitor to Government as directed.

a.16/6. 2476

Collector of Dharwar.

Copy with a copy of the completed document forwarded to the Solicitor to Government in the Legal Department, Bombay.

Copy with a copy of the completed document forwarded to the Commissioner, S.D.Belgaum for information and record.

Copy with a copy of the completed document forwarded w.cs. to the Executive Engineer, Dharwar Dn.

Copy with a copy of the completed documented document forwarded for information and guidance to the P.O. Gadag Dn. and the Mamlatdar of Gadag.

Certified that the stamp duty of Rs (59-12-0) fifty nine 12/- only has been duly credited in Huzur Treasury Dharwar on 23-5-1947. Hence the document is duly stamped 26-5-1947 A.E. Shields Collector of Dharwar

DRAFT MINING LEASE.

THIS INDENTURE made at Gadag this 26th day of May 1947 between the Governor of Bombay (hereinafter referred to as "The Government" which expression shall where the context so admits be deemed to include his successors in office and assigns) of the one part and Messrs. Oakley Duncan and Company, Limited, a joint stock company incorporated under the Mysore Companies Act in 1917 and having its registered office at Bangalore City (hereinafter referred to as "the Lessee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the other part.

WITNESSETH that in consideration of the rents and royalties covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of the lessee to be paid observed and performed the Government hereby grants and demises unto the Lessee ALL THOSE the mines beds, veins and seams of (hereinafter and in the said Schedule referred to as the said minerals) situate lying and being in or under the lands which are referred to in Part I of the said Schedule together with the liberties powers and privileges to be exercised or enjoyed in connection therewith are mentioned in Part II of the said schedule SUBJECT to the restrictions and conditions as to the exercise and enjoyment of such liberties powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the Government the liberties powers and privileges mentioned in Part IV of the said Schedule TO HOLD the Premises hereby granted and demised unto the Lessee from the 26th day of May 1947, for the term of ten years thence next ensuing in the first instance YIELDING AND PAYING therefor unto the Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified SUBJECT to the provisions contained in Part VI of the said Schedule and the Lessee hereby covenants with the Government as in Part VII of the said Schedule is expressed AND the Government hereby covenants with the Lessee as in Part VIII of the said Schedule is expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

In witness whereof these presents have been executed in manner hereunder appearing the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Part I.—The Area of this Lease.

Description of Area.—All that tract of land bearing survey numbers 44/1 and 2, 45, 46, 47, 48/A and 48/B situate in the village of Hosur in the Taluka of Gadag in the Dharwar District, containing an area of 122 acres and 30 gunthas or thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as follows:—

On the North by survey numbers 23, 26, 27 of Hosur.

On the South by portions of survey numbers 55 and 56 of Honsur, Shirol village and road.

On the East by survey numbers 35, 36, 37, 40 and 43 of Hosur.

On the West by survey numbers 49, 53, 54 and portion of 55 of Hosur.

Part II.—Liberties Powers and Privileges to be exercised or enjoyed by the Lessee subject to the restrictions and conditions in Part III.

1. *Liberty to work mines.*—Liberty and power to enter upon the lands referred to in Part I (hereinafter referred to as "the said lands") and to search for win work get raise (convert) and carry away the said minerals.

2. *Liberty to sink pits, etc.* (*and use existing pits, etc.*).—Liberty and power for or in connection with any of the purposes mentioned in this Part to sink drive make maintain and use in the said lands any pits shafts inclines drifts levels waterways airways and other works (and to use maintain deepen or extend any existing works of the like nature in the said lands).

3. *Liberty to make works* (*and use existing works*).—Liberty and power for or in connection with any of the purposes mentioned in this Part to erect construct maintain and use on or under the said lands any engines machinery plant dressing floor furnaces (coke-ovens) brick-kilns lime-kilns workshops storehouses bungalows godowns sheds and other buildings and other works and conveniences (and to use and maintain any existing works and conveniences of the like nature on or under the said lands).

4. *Liberty to make roads and ways* (*and use existing roads and ways*).—Liberty and power for or in connection with any of the purposes mentioned in this Part to make and tramways railways roads and other ways in or over the said lands and to use maintain and

go and repass with or without horses cattle wagons or locomotives over the same (or any existing tramways railways roads and other ways in or over the said lands).

5. *Liberty to get building and road materials, make bricks, etc.*—Liberty and power for or in connection with any of the purposes mentioned in this Part to quarry and get stones and gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials bricks or tiles.

6. *Liberty to use water.*—Liberty and power for or in connection with any of the purposes mentioned in this Part to appropriate and use any streams water-courses springs or water in or upon the said lands and to divert stop up or dam any such stream or water-course and collect or impound any water and to make construct and maintain any water-courses culverts drains and reservoirs but not so as to deprive any cultivated lands villages buildings or watering places for live-stock of a reasonable supply of water as before accustomed nor in any way to foul or polute any streams or springs.

7. *Liberty to use land for stacking.*—Liberty and power to enter upon and use a sufficient part of the surface of the said lands adjacent to any pits or works for the purpose of stacking heaping or depositing thereon any produce of the mines or works carried on and any earth materials and substances dug or raised under the liberties and powers mentioned in this Part.

Part III.—Restrictions and Conditions as to the Exercise of the Liberties Powers and Privileges in Part II.

1. *No building, etc., upon certain places.*—No building or thing shall be erected set up or placed and no surface operations shall be carried on in or upon any public pleasure ground burning or burying ground or place held sacred by any class of persons or any house or village site public road or other place which the Government may determine on public grounds to bring within this restriction nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Government for works or purposes not included in this lease if any other land not so occupied is suitable and available for such surface operations.

2. *No surface operations upon land not already used therefor unless after notice and unless no objections thereto.*—Before using for surface operations any land which has not already been used for such operations the Lessee shall give to the Collector of Dharwar (hereinafter called the Collector) for the time being as the agent in that behalf of the Government two calendar months previous notice in writing specifying the name or other designation the situation and the quantity of the land proposed to be so used and the purpose for which the same is required and such land shall not be so used if the said agent shall within two calendar months after the receipt by him of such notice state some objection to such use unless the objection or objections so stated shall on reference to the Government be annulled or waived by it.

3. *No timber to be cut* without sanction of Collector. The Lessee shall not *without the express sanction of the Collector* cut down or injure any *timber* or trees on the said lands *but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by* these presents.

4. *No workings within 50 yards of public works, etc., except with previous permission.*—No mining operations or workings shall be carried on or permitted to be carried on by the Lessee in or under the said lands at or to any point within a distance of 50 yards from any railway reservoir canal or other public works or any building or inhabited site shewn on the plan hereto annexed except with the previous permission in writing of the Government or some officer authorised by it in that behalf or otherwise than in accordance with such instructions restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 yards shall be measured in the case of railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in the case of a building horizontally from the plinth thereof.

* For the purpose of this clause the expression "railway" shall have the same meaning as it is defined to have in the Indian Railways Act, 1890, by section 3 (4) of that Act.

Part IV.—Liberties Powers and Privileges reserved to the Government.

1. *Liberty to work other minerals.*—Liberty and power for the Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to search for win work dig get raise (convert) and carry away any minerals and any other substances and for those purposes to sink drive make erect construct maintain and use such pits shafts inclines drifts levels waterways airways water-courses drains reservoirs engines machinery plant buildings canals tramways railways roads ways and other works and conveniences as may be deemed necessary or convenient PROVIDED that in the exercise of such liberty and power no hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee under these presents and that fair compensation shall be made to the

lessee for all loss or damage sustained by the lessee by reason or in consequence of the exercise of such liberty and power.

2. *Liberty to make railways and roads.*—Liberty and power for the Government and any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways tramways or roads for any other than the purposes aforesaid and to get from the said lands stone gravel earth and other materials for making maintaining and repairing such railways tramways and roads or any existing railways and roads and to go and repass at all times over or along any such railways tramways or roads for all purposes and as occasion may require.

Part V.—Rents and Royalties reserved by this lease.

1. *Fixed half-yearly rent.*—The lessee shall as from the 26th day of May 19 47 during the subsistence of this lease pay to the Government the certain half-yearly rent of Rupees one hundred and twenty-three on the 1st day of June and the 1st day of December in each year the first half-year payment thereof to be made on the 1st day of December 1947 in respect of which rent the Lessee may in the half-year in respect of which the same is payable sell (convert) and carry away such aggregate quantity of the said minerals, as at the rates in the next succeeding clause mentioned would produce royalties for that half year equal in amount to the said half-yearly rent but the said half-yearly rent shall be paid whether such quantity shall be sold (converted) and carried away or not.

2. *Royalties.*—The Lessee shall during the subsistence of this lease pay to the Government on the ~~day~~ 1st day of June and the 1st day of December in each year,

Royalty at the rate of five per cent. on the net sale value of gold produced, and in addition to this basic royalty, an additional royalty levied on the Company's adjusted profit according to the following sliding scale :—

Percentage of adjusted profit in a year on the captial invested.	Percentage to be levied as royalty on adjusted profit.
Under 7½	2½
,, 15	5
,, 25	7½
,, 30	10
,, 35	12½
,, 45	15
,, 55	20
,, 70	25
,, 85	30
,, 100	35
Over 100	40

" Adjusted profit " should be determined by the deduction of the following items from the Company's total income from all sources :—

(*a*) Revenue expenditure ;

(*b*) A sum equal to 15 per cent. of revenue expenditure ;

(*c*) Interest on investments ;

(*d*) Profit on sale of investments ;

(*e*) Provident fund payments.

3. *Surface Rent.*—The Lessee shall pay to the Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the Lessee under the authority of these presents rent at the rate of rupee one per annum per acre of the area so occupied or used and so in proportion for any area less than one acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall be restored to its original condition which rent shall be computed and shall be paid on each of the half-yearly dates hereinbefore appointed for payment of the said certain half-yearly rent PROVIDED that no such rent shall be payable in respect of the occupation or use of the area comprised in any roads or ways existing on the said lands at the commencement of the term of this lease.

Part VI.—Provisions relating to the Rents and Royalties.

1. *Place of Payment.*—The rents and royalties mentioned in Part V of this schedule shall be paid free from any deductions to the Sub-Treasury at Gadag or at such other place as the Collector shall from time to time appoint.

PROVIDED ALWAYS and it is hereby agreed that Rs. 500 (rupees five hundred) the balance standing to the credit of the lessee on account of the deposit made by him on applying for this lease shall be retained and accepted by the Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

2. If in any half-year after the first 12 months of the said term the lessee shall not sell (convert) and carry away such aggregate quantity of the said minerals as at the rates mentioned in clause 2 of Part V of this schedule would produce royalties for that half-year equal in amount to the said certain half-yearly rent then and in such case the lessee shall not in the next succeeding half-year pay any rent or royalty (other than the said certain half-yearly rent) in respect of the quantity of the said minerals sold (converted) or carried away in that half-year which is equivalent to the deficiency in the said minerals sold (converted) or carried away in the preceding half-year which shall at the rate of royalty payable during the succeeding half-year be required to produce royalties for the preceding half-year equal in amount to the said certain half-yearly rent.

Part VII.—The covenants of the Lessee.

1. *To pay rents royalties rates and taxes.*—The Lessee shall pay the rents and royalty reserved by this lease at the times and in the manner provided in Parts V and VI and shall also pay and discharge all taxes rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed upon or in respect of the mines or works of the lessee or any part thereof by the authority of the Government of India or of the Government of Bombay or otherwise except demands for land revenue and shall also pay interest at the rate of twelve per cent. per annum on all arrears of such rents or royalty from the date whereon the same ought to be paid under these presents.

2. *To erect boundary marks.*—The Lessee shall at the lessee's own expense forthwith erect and at all times maintain and keep in repair boundary marks and pillars along the boundaries of the said lands according to the demarcation shewn in the plan hereto annexed and shall also in cases where in the opinion of the Government there is danger of mining operations extending beyond the boundary of the said lands keep the boundary line between the said marks and pillars sufficiently clear of shrubs and other obstructions to allow of easy identification of such boundary.

3. *To start operations within a year and to work continuously.*—Unless good cause exists for exemption from this present covenant (a question on which the decision of the Government shall be final) the lessee shall within one year from the date of this lease start mining operations in the said lands to the satisfaction of the Government and shall unless exempted as aforesaid thereafter at all times during the continuance of this lease search for win work and develop the said minerals without voluntary intermission in a skilful and workmanlike manner and upon the most approved principle without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon and shall not cultivate or use the said lands in any manner other than as authorised by these presents.

4. *To secure pits and shafts.*—The lessee shall during the said term well and sufficiently secure and keep open with timber or other durable means all pits shafts and working that may be made or sued in the said lands and make and maintain sufficient fences round every such pit or shaft and also shall at all times during the said term keep all workings in the said lands except such as may be abandoned free from water and from foul air as far as possible.

5. *To strengthen and support mines.*—The lessee shall on notice from the Government strengthen and support to satisfaction of the Government any part or parts of the mine when in its opinion such strengthening and support is needed for the safety of any railway reservoir canal or other public work or any building whether the said railway reservoir canal or other public work or other building shall be existing during the working of such part or parts of the mine already existing or shall be constructed after the said part or parts of the mine have been worked out. Such strengthening and support shall be made and done at the expense of the lessee if they are needed for the safety of any railway reservoir canal or other public work or other buildings as aforesaid already existing at the time of the working of the said part or parts of the mine by reason of the lessee having conducted mining operations within the limits prohibited by clause 4 of Part III of this schedule and in other cases at the expense of the Government.

6. *To allow inspection of working.*—The agents servants and workmen authorised by the Government in this behalf shall be at liberty at all reasonable times during the said term to inspect and examine all mines and works carried on by the lessee in or under the said lands and make surveys or plans thereof and the lessee shall with proper persons employed by the lessee and acquainted with the mines and works effectually assist such agents servants and workmen in conducting every such inspection and shall afford them all information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Government as the result of such inspection or otherwise may from time to time see fit to impose in the interests of public health and safety.

7. *To report accidents.*—The lessee shall without delay send to the Collector a report of any accident which may at any time occur at or in the said lands or any pit shaft or working therein.

8. *To report discovery of other minerals.*—Whenever the lessee shall find in the said lands any mineral product other than the said minerals the lessee shall immediately report such discovery in writing to the Collector with full particulars of the nature and position of each find.

9. *To keep books of accounts and furnish abstracts, etc.*—The lessee shall at all times during the said term keep or cause to be kept at an office to be situate upon or near the said lands correct and intelligible books of accounts upon such plan or principle and in such form as may be approved by the Government which books shall contain accurate entries showing from time to time (1) the quantity of the said minerals realised from the said lands, (2) the quantity of the said minerals sold and exported respectively, (3) the quantity of the said minerals otherwise disposed of and the manner and purpose of such disposition, (4) the prices and other particulars of all sales of the said minerals, (5) the number of persons employed in the mines or works in or upon the said lands and (6) all such other facts particulars and circumstances as the Government may consider necessary for conveniently ascertaining the amount of the royalty from time to time payable under these presents and the lessee shall also furnish free of charge to such officer and at such times as the Government may appoint true and correct abstracts of all or any such books of accounts and such information and returns as to all or any of the matters aforesaid as the Government may prescribe and shall at all reasonable times allow such officers as the Government shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of accounts and to take copies thereof and make extracts therefrom.

10. *To keep plans of workings.*—The lessee shall at all times during the said term cause to be made and kept at the said office correct and intelligible plans and sections of the mine in the said lands which plans and sections shall show as well as the operations and working carried on as also all views faults and other disturbances observed and encountered in such operations and workings and all such plans and section shall be amended and filled up by and from actual surveys to be made for that purpose at the end of every period of twelve months and the lessee shall furnish free of charge to the Government true and correct copies of such plans and sections whenever thereunto required.

11. *To provide weighing machine.*—The lessee shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank sold exported and shall at the close of each day cause the total weights ascertained by such means of the said minerals raised sold exported (and converted) during the previous twenty-four hours to be entered in the aforesaid books of accounts and will permit the Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

12. *To allow test of weighing machine.*—The lessee shall allow any person or persons appointed in that behalf by the Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weight used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the Government may require that the same be adjusted repaired and put in order by and at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made the Government may cause such weighing machine or weights to be adjusted repaired and put in order and the expense of so doing shall be paid by the lessee to the Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

13. *To pay compensation for injury to third parties.*—The lessee shall make and pay reasonable satisfaction and compensation for all damages or injury to person or property which may be done by or on the part of the lessee in exercise of the liberties and powers granted by these presents and shall at all times save harmless and keep indemnified the Government from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage or injury.

14. *Not to obstruct working of other minerals.*—The lessee will exercise the liberties and powers hereby granted in such manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Government and to the holders of prospecting licenses or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working developing and carrying away the same.

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15. *Restrictions on assignment or transfer.*—The lessee shall not assign this lease or transfer any interest hereunder without the previous written sanction of the Government nor shall the lessee allow this lease or any interest hereunder to be attached or sold in execution of any decree or order of a court or a Revenue Officer :

Provided that in case of any such assignment or transfer as aforesaid (authorised or sanctioned by or under this provision) the instrument thereof shall within three calendar months from the date of its completion be produced to the Collector and the sum of Rs. 50 paid to the Collector as the fee for registration thereof in his office.

16. *Not to be financed or controlled by a Trust Syndicate Corporation firm or person.*—The lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by or under which the lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust Syndicate Corporation firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that in the event of the existence of a state of war or grave national emergency (of which existence the Government shall be the sole judge and a notification to this effect in the Official Gazette shall be conclusive proof) it shall be terminable if so required in writing by the Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee accordingly.

17. *To deliver up mines, etc., in good order.*—The lessee will at the expiration or sooner determination of the said term deliver up to the Government all mines pits shafts inclines drifts levels waterways airways and other works (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of Government or in an ordinary and fair course of working) and all engines machinery plant buildings structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all engines machinery plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Government have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and conditions and fit in all respects for further working of the said minerals.

18. *Constitution.*—(*a*) The lessee shall at all times during the said term remain or be a British subject or British subjects or subject or subjects of an Indian State or a company or corporation registered incorporated or established in British India or in an Indian State or some part of His Majesty's dominions and of which at all times during the said term the Chairman or President or other person occupying that or any similar position (if any) and the Managing Director (if any) and a majority of the other Directors (if any) shall be a British subject or British subjects or subject or subjects of an Indian State and the Managing Agent or Managing Agents or Secretary or Secretaries (if any) shall be a firm of which every member is a British subject or subject of an Indian State or an individual who is a British subject or subject of an Indian State or a company in every respect answering the description and satisfying the conditions last hereinbefore contained and laid down as those to which the company itself must as the lessee conform.

(*b*) The Local General Manager and not less then 75 per cent. of the local taff employed by the lessee shall at all times during the said term be a British subject or British subjects or subject or subjects of an Indian State and neither the lessee nor the said mines and minerals shall at any time during the said term be or become directly or indirectly controlled or managed by any person or persons who are not a British subject or British subjects or subject or subjects of an Indian State or a company in every respect answering to the description and satisfying the conditions last hereinbefore mentioned.

19. The lessee being a company or corporation shall report to the Government any alteration in its Memorandum or Articles of Association or in its constitution within....three months after the same shall have been made and shall give two months' previous notice in writing to the Government of any intention or proposal to make any such alteration which might conceivably affect its status or character as hereinbefore in clause 18 of this part mentioned and no such alteration shall be made unless the Government shall have previously consented thereto in writing PROVIDED ALWAYS that the consent of the Government shall not be refused to any such alteration as aforesaid in the Memorandum and Articles of Association or the constitution of the lessee unless in its opinion such alteration shall be contrary to the cardinal principle laid down by the Government in respect of the said minerals, that is to say, that the lessee or lessees shall be and remain a British subject or British subjects or subject or subjects of an Indian State or a British company under British control or a company incorporated in an Indian State under the control of British subjects and/or subjects of an Indian State.

20. *Right of pre-emption.*—(*a*) The Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee

under the hand of any Secretary to Government) of pre-emption of the said minerals (and all products thereof) lying upon the said lands, hereby demised or elsewhere under the control of the lessee and the lessee shall with all possible expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same deliver all minerals or products of minerals purchased by the Government under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.

(*b*) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the Government hereunder be detained on demurrage at the port of loading the lessee shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the Government shall be satisfied that the delay is due to causes beyond the control of the lessee.

(*c*) The price to be paid for all minerals or products of minerals taken in pre-emption by the Government in exercise of the right hereby conferred shall be the fair market price for the time being to be determined in default of agreement under the provision hereinafter in clause 13 of Part IX of this schedule contained PROVIDED THAT in order to assist in arriving at the said fair market price. The lessee shall if so required furnish to the Government by way of confidential information particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(*d*) In the event of the existence of a state of war or grave national emergency (of which existence the Government shall be the sole judge and a notification to this effect in the Official Gazette shall be conclusive proof) the lessee shall on receiving a notice in writing under the hand of any Secretary to Government of Bombay requiring him so to do use his utmost endeavours to increase the supply to or for the Government of the minerals or products thereof purchased by him as aforesaid to the extent specified in such notice.

21. *Maintenance of roads and payment for upkeep of roads.*—The lessee shall keep up and maintain to the satisfaction of the Government all roads passing through the said lands and shall also pay a sum of Rs. 1,000 (one thousand) per annum or such other lesser sum as the Government may name on or before the /st day of June in every year for the upkeep and maintenance of roads outside the said lands whether belonging to the Government or the Local Board concerned and used by him for the transport of minerals provided, however, that the lessee shall be liable to pay only the actual amount required or spent for the purpose and shall be given credit in the next year for the surplus, if any out of the amount paid in the previous year and the decision of the Government as to the amount actually required or spent shall be final.

22. *Construction of light railway.*—If the lessee desires at any time to construct a light railway or other form of transport for transporting his ore, he shall do so subject to the following conditions, namely :—

(*i*) for lines within and outside the leased premises :—

He shall submit a map (on scale of eight inches to the mile) prepared from a proper field survey and showing the exact alignment proposed for the railway. In addition drawings or necessary details of design may be required.

(*ii*) for lines outside the leased premises.—He shall not commence to construct such a railway unless the alignment and design proposed by him have been duly approved by the Collector.

23. *Lessee not to interfere with grazing, etc.*—The lessee shall not interfere with or prevent grazing on the said lands, except in the immediate vicinity of mine workings.

24. *Mining operations near Public Works Department roads.*—The lessee shall carry on mining operations within 50 yards from the Public Works Department roads passing through the area hereby demised subject to the following conditions :—

(1) No obstruction shall be caused to the traffic on the road.

(2) If blasting is resorted to, suitable precautions shall be taken and rules given at pages 22 and 23 of the edition Marryat's Specification, Volume I, shall be followed.

(3) The places where road-side excavations are proposed to be done shall be marked out and the Executive Engineer, Dharwar's previous permission in writing shall be obtained before any such excavations are made.

(4) These excavations shall be made only under the supervision of the Sub-Divisional Officer, Public Works Department, in charge of Gadag Taluka and according to the instructions in writing issued by him.

(5) Excavation shall only be done on the upstream (Hill) side and a clean finished slope of 2 : 1 shall be left after each portion is completed.

(6) The extra stuff shall be dumped on the down stream (Valley) side. It shall be neatly levelled up and its tops shall be lower than the road level.

(7) A gutter 3 feet wide and 2 feet deep shall be excavated on the hill side at the place pointed out by the Sub-Divisional Officer in charge of Gadag Taluka to drain away the water from the hill slope to the nearest nulla or bridge.

(8) A sum of Rs. 100 in cash shall be deposited with the Executive Engineer, Dharwar Division, as security for the due fulfilment of the conditions mentioned above.

(9) An additional deposit of Rs. 100 shall be made for each length of 100 feet of the hill side against dressing of the slopes which amount shall be refunded after the completion of the work and on proper dressing of the slopes and sides of the road.

25. *No right over produce other than mineral ore.*—The lessee shall not remove any other produce except the mineral ore.

Part VIII.—The Covenants of the Government.

1. *For quiet enjoyment.*—The lesssee paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any lawful interruption from or by the Government or any person rightfully claiming under it.

2. *To renew.*—If the lessee shall be desirous of taking a renewed lease of the premises hereby demised for the further term of ten years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term give to the Government six calendar months' previous notice in writing and shall pay the rents and royalties hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the Government will upon the request and at the expense of the lessee and upon his executing and delivering to the Government if required a counterpart thereof execute and deliver to the lessee a renewed lease of the said premises for the further term of ten years or for such shorter term as may be decided by the Government at such rents not exceeding twice the rents hereby reserved and at such royalties as may on the day next following expiration of the said term hereby granted be in force under the orders of the competent authority but otherwise upon the like terms and under and subject to the like covenants and agreements as are contained in these presents other than this present covenant.

Part IX.—General Provisions.

1. *Powers of distress.*—If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of two calendar months next after the day whereon the same ought to be paid then (whether the same shall have been formally demanded or not) and so often as the same shall happen the Government may enter into and upon the said lands and may distrain all or any of the minerals mineral ore moveable engines machinery plant live and dead stock and other moveable property belonging to the lessee which shall be found in or upon the same premises and may sell and dispose of the same and apply the proceeds thereof in or towards the satisfaction and payment of the rent or royalty which shall then be in arrear and all cost and expenses occasioned by the non-payment thereof or by such distress.

2. *Penalty for breach of covenant.*—(*a*) If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of six calendar months next after the day whereon the same ought to be paid (whether the same shall have been legally demanded or not); or

(*b*) if any penalty fixed under the proviso at the end of this clause or under clause 3 of this Part is not paid within the time specified for such payment; or

(*c*) if the lessee shall fail or neglect to observe or perform any of the covenants and agreements contained in clauses 1 and 4 of Part III and in clauses 1, 3, 5, 6, 9, 10, 11, 14, 15, 16, 18, 19 and 20 of Part VII of these presents and on the part of the lessee to be observed and performed; or

(*d*) if this lease or any interest hereunder is attached or sold in compliance with any decree or order of a Court or Revenue officer; or

(*e*) in case it shall appear to the Government that its sanction to any such assignment transfer grant arrangement compact or understanding as mentioned in clauses 15 and 16 of the covenants by the lessee hereinbefore in Part VII of these presents contained was improperly obtained or that any improper use of the rights or powers under any such arrangement compact or understanding as aforesaid of any party thereto has been made by or with the connviance of the lessee; or

(*f*) if the Lessee shall fail (unless exempted by the Government for good cause) during three consecutive years of the said term to get from the said lands so much of the said minerals

as at the rates of royalty hereinbefore mentioned would produce royalties for those years equal in amount to the said certain half-yearly rent payable during that period ; or

(*g*) if the lessee shall be adjudicated insolvent ; or

(*h*) if, in the event of the lessee being a company, an order shall be made for winding up such company or an effective resolution shall be passed for winding up (except when the Company is being wound up for the purpose of reconstruction and the Government has sanctioned under clause 15 of Part VII the assignment or transfer or the original company's interest in the lease to the reconstructed company).

Then and in any such case it shall be lawful for the Government at any time within two years of the date on which such default, failure, neglect, or any other cause for re-entry abovementioned came to the notice of the Government and although advantage may not have been taken of any previous cause for re-entry to re-enter into and upon the said premises or any part thereof in the name of the whole and thereupon this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Government in respect of any breach of any of the covenants and agreements contained in these presents or for the recovery of any rent or royalty remaining unpaid :

Provided that in cases falling under sub-clauses (*c*), (*e*) or (*f*) mentioned above, it shall be lawful for the Government or in consideration of the non-exercise of the power of re-entry to require the lessee to pay within a specified time such penalty for the default failure neglect or other cause for re-entry not exceeding four times the amount of the said certain half-yearly rent as the Government may fix.

3. *Penalty for breach of covenant.*—If the lessee shall at any time during the said term fail or neglect to observe or perform or commit a breach of any of the covenants and agreements contained in these presents other than those mentioned in the last preceding clause hereof and on the part of the lessee to be observed and performed it shall be lawful for the Government at any time within two years of the date on which such failure neglect or breach abovementioned came to the notice of the Government and although advantage may not have been taken of any previous failure neglect or breach of a like nature to require the lessee to pay within a specified time such penalty for the failure neglect or breach not exceeding four times the amount of the said certain half-yearly rent as the Government may fix.

4. *Power to lessee to remove property.*—The lessee (having first paid and discharged the rents and royalties payable by virtue of these presents) may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 2 of this Part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down take up and remove for the benefit of the lessee all or any engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up to the Government under clause 17 of Part VII of this schedule and the Government shall not desire to purchase under the provisions of clause 5 of this Part and also all minerals and mineral ore won by the lessee under the authority of these presents and then remaining in or upon the said lands making reasonable compensation for all damage done to the said lands by such removal.

5. *Power of Government to purchase property.*—If at the expiration or sooner determination of the said term, the Government shall desire to purchase all or any of the engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up under clause 17 of Part VII of this schedule and if such desire shall be signified by a notice in writing given to the lessee by the Collector six calendar months before the expiration or sooner determination of the said term or if this lease shall be determined under clause 2 of this Part at any time within three calendar months after such determination then and in such case the articles and things specified in such notice shall not be removed by the lessee but shall be purchased by the Government at a price equivalent to the cost of the same at the time of their erection upon the said lands after deducting from such cost a sum equal to eight (8) per cent. thereof for every year which shall have elapsed since that time.

6. *Forfeiture of property left for more than six months after the determination of lease.*—If at the expiration of six calendar months after the expiration or sooner determination of the said term there shall remain in or upon the said lands any engines machinery plant buildings structures tramways railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal be given to the lessee by the Collector be deemed to become the property of the Crown for the purpose of the Government of the Province of Bombay and may be sold or disposed of for the benefit of the Province of Bombay in such manner as the Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

7. *Power to surrender.*—The lessee may at any time determine this lease by giving not less than twelve calendar months' notice in writing to the Collector and upon the expiration of such notice and provided the lessee shall upon such expiration render and pay all rents royalties compensation for damage and other moneys which may then be due and payable under these presents to the Government or any other person or persons and shall deliver up these presents to the Collector then this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Government in respect of any breach of any of the covenants or agreements contained in these presents.

8. *Destruction of mines or works.*—If at any time during the continuance of this demise the said mines and works shall become destroyed or rendered substantially and permanently unfit for the purposes of this demise by fire tempest or flood or violence of any army or mob or other irresistible force these presents shall at the option of the lessee be void PROVIDED that if the injury be occasioned by the wrongful act or default of the lessee or the servants of the lessee, the lessee shall not be entitled to the benefit of this provision. AND PROVIDED ALSO that if this lease shall become void for or by reason of any of the causes aforesaid it shall be without prejudice to the rights and remedies of the Government under or by virtue of these presents for the recovery of any rent or royalty which may then remain unpaid or in respect of any breach which may have been committed of any of the covenants herein contained on the part of the lessee.

9. *Power to take possession in event of war or emergency.*—In the event of the existence of a state of war or of grave national emergency (of which existence the Government shall be the sole judge and a notification to this effect in the Official Gazette shall be conclusive proof) the Government after notice in writing to the lessee under the hand of any Secretary to Government of its intention so to do may forthwith take possession or assume control of the works plant machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Government all minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform to and obey all directions given by or on behalf of the Government regarding the use or employment of such works plant premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the Government under the provision hereinafter in clause 13 of this Part contained shall be paid to the lessee for all the loss or damage sustained by him by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

10. *Lessee's right in respect of other minerals.*—If any minerals not included in ths lease shall during the said term be discovered by the lessee within the said lands and if no imining lease shall then be held by any other person in respect of the same, the lessee shall during the twelve calendar months next succeeding the discovery thereof have the option of taking a mining lease in accordance with the rules prescribed by the Government for the grant of prospecting licenses and mining leases in respect of such minerals over so much of the said lands as the lessee may desire and during such period of twelve calendar months the lessee shall be entitled to win work and carry away any of the minerals so discovered on payment therefor to the Government of such royalty not being less than 20 per cent. of the value of such minerals as the Government may prescribe or in case of precious stones shall have the right during the said period of twelve calendar months to the first offer of such mining lease in respect of such precious stones as the Government may think fit to grant.

11. *Service of notices on lessee.*—Every notice by these presents required or authorised to be given to the lessee may be given to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices or if there shall be no such person then to any person in the employ of the lessee who may be found upon the said lands or if no such person be found then the same may be left at the said office of the lessee upon the said lands or affixed in a conspicuous position upon some building or erection in the occupation of the lessee upon the said lands.

12. *Interpretation of term "Collector".*—In these presents the expression "the Collector" shall mean the Revenue Officer in charge of the District within which the said lands are situate.

13. If and whenever any question or dispute shall arise in regard to the construction meaning or effect of these presents or any clause or thing herein contained or in regard to the manner or sufficiency of the observance or performance by the lessee of any covenant or agreement herein contained or in regard to the mode of working of the said minerals or the maintenance or condition of any works in or upon the said lands or in regard to any valuation to be made under these presents or in regard to the amount or payment of any rent royalty compensation or other money payable by the lessee or in regard to any other matter or thing relating to or arising out of these presents such question or dispute shall be referred to the Government or such officer as the Government may authorise in this behalf and the decision of the Government or of the officer so authorised as the case may be shall be final:

PROVIDED ALWAYS that any dispute as regards the price to be paid under clause 20 (c) of Part VII of this schedule shall be determined by two arbitrators one to be nominated by the Government and the other by the lessee or in case of disagreement between the arbitrators by an umpire to be appointed by the arbitrators in writing under their hands before proceeding

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with the arbitration and the decision of such arbitrators or umpire as the case may be shall be final and binding on the parties hereto.

Signed sealed and delivered by ಮಾ Collector of Dharwar for and on behalf of the Government of Bombay acting in the premises for and on behalf of the Governor of Bombay, in the presence of Messrs H V Sobnis and I. C. Nalawadi.

Signed in the name and on behalf of the abovenamed Oakley Duncan and Co. Ltd., by Major C B Oakley V D and H S Robertson Director of the said Company in the presence of Messrs H V Sobnis and I C Nalawadi.

In witness whereof the Collector of Dharwar for and on behalf of the Governor of Bombay hath set his hand and affixed the seal of his office and the Common Seal of Messrs. Oakley Duncan and Co., Ltd., has been affixed hereto the day and year first above written.

SIGNED SEALED and DELIVERED by

ಸಹಿ/ A E Nicols

COLLECTOR of DHARWAR
in the presence of

(1) ಸಹಿ/ H V Sobnis

(2) ಸಹಿ/ I C Nalawadi

Seal of the Collector

THE COMMON SEAL of Messrs. OAKLEY DUNCAN and COMPANY, LIMITED, was affixed pursuant to a resolution of the Board of Directors of the Company, dated the 21st day of May 1947 in the presence of

Mr. ಸಹಿ/ C B Oakley

Mr. ಸಹಿ/ H S Robertson

two of the Directors of the Company. } 2 Directors.

Seal of the Company

ಸಹಿ/ V N A Lingam

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ಸಹಿ/ C B Oakley

ಸಹಿ/
Sub-Registrar.
Gadag.

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ಸಹಿ/
Sub Registrar.
Gadag

BOMBAY : PRINTED AT THE GOVERNMENT CENTRAL PRESS.

(1) A E Shields executing ~~Executive~~
Collector; Dharwar is exempt
from personal appearance under
S 88 of the Indian Registration Act 1908
His signature and seal are known to the
undersigned

On behalf of Messrs Oakley
Deccan and Company Limited
(1) Major C B Oakley
(2) Mr H S Robertson
(3) Mr V N A Lingam

(1 and 2) directors (3) Secretary
(1 and 2). Christians (3) Musalman

వయస్సు 73; 58. and 45 Bangalore.

ఈ దస్తావేజు చూడమని కోరిన
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Vol 7 నెలనం బరవ మిళ్ళ్ నెల
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తేదీ 29-5-1947

SD/ C B Oakley
SD/ H S Robertson
SD/ V N A Lingam

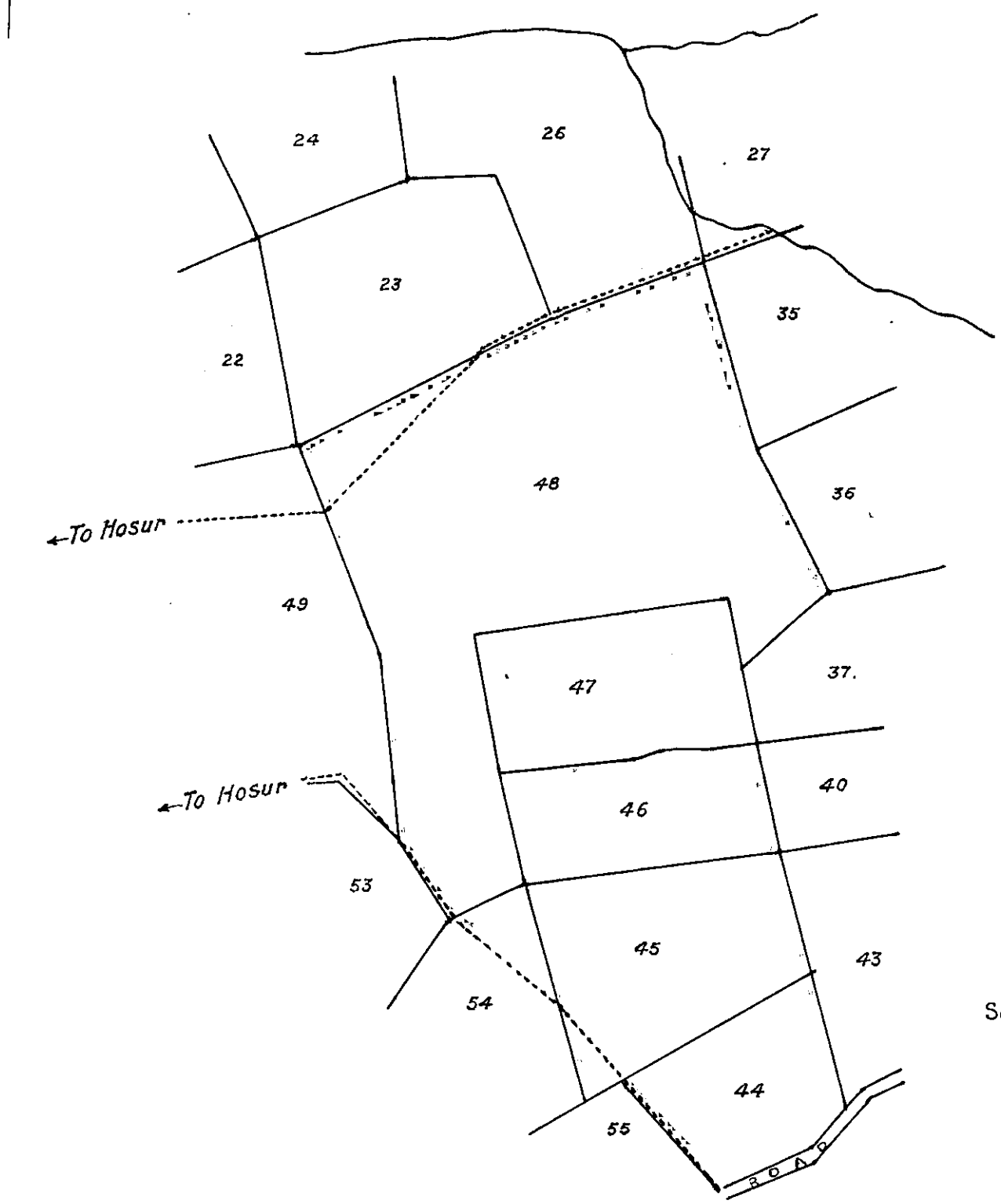
SD/-
Sub-Registrar
Gadag

SD/-
Sub-Registrar
Gadag

Seal of the
Sub-Registrar
Gadag.

Sub-Registrar
Gadag

True Copy.
Asabar
for Collector of
Dharwar.



Scale 8"=1Mile

Tracing showing survey Nos:— 44, 45, 46, 47, & 48
Tinted red area 122-30 acres or thereby in Hosur Village, Gadag taluk, Dharwar District:----- Covered by mining lease to Messrs. Oakley Duncan & co., Ltd

Sd/ A. F. Shircore.
R/S Collector of Dharwar

R.S.

C.S. Oakley
Managing Director
D/ 31-10-41.

2)

Copy of the plan which accompanied the document registered No 1078 at pages 106 to 111 volume 109 of Additional Book No I of Book No I is filed at page 218 of volume No I of Supplement to Book No I part II.

Sd/-

Sub Registrar
Gadag.

True Copy.

for Collr Dr D/R Lr

Submitted
File in Mining leases
Mal
24/6
Sdt Rao 24/6.

27

1088
3117

3117

Mining Lease
Mr.P.R.S.Pai
Grant of--to, in respect of certain areas in Sootkoti village, taluka Hirekerur, district Dharwar.

GOVERNMENT OF BOMBAY.
Revenue Department.
Resolution No. ~~S.67/14889~~ 4819/45
Bombay Castle, 28th July 1947.

Letter from the Collector of Dharwar, No.R.E.V.812, dated the 11th March 1947.

"In submitting herewith the correspondence on the subject specified above I have to state as under:-

A prospecting license to prospect for "Ochre" mineral in 16 acres of land comprising portions of Survey Numbers 62 and 70 of Sootkoti a village in Hirekerur taluka has been granted to the applicant Mr.P.R.S.Pai under rule 22 of the Bombay Mining Concessions Rules 1941 under this office No.R.E.V.809, dated 7th August 1946; for a period of one year.

Now Mr.P.R.S.Pai has applied for grant of a Mining lease in respect of the same land out of Survey Numbers 62 and 70 of the village. He has furnished full particulars as required by rule 35 of the Rules and deposited Rs.400/- in the Dharwar Treasury on 1st November 1946 under rule 33.

The land applied for by the applicant is in the reserved forest area. The Divisional Forest Officer and the Conservator of Forest who were consulted in the matter have stated that they have no objection to grant the request of the applicant provided the sandal wood trees in the land are preserved and the value of other tree-growth is paid by the applicant (vide p.19 and 21). The applicant has given in writing that he is prepared to abide by the conditions laid down by the forest authorities (vide pages 23 and 35).

In the circumstances stated above there is no objection to grant the request of the applicant subject to the following.....

following conditions:-

(i) that the royalty at the rate of 2½ percent of the gross value of the produce in addition to the surface rent at the rate of Re.1/- per acre per annum and dead rent at the rate of Re.1/- per acre per annum should be paid until he begins to pay royalty.

(ii) The Mining lease should be granted for a period not exceeding 10 years in the first instance".

Memorandum from the Commissioner, S.D., No. R.E.V.564, dated the 19th March 1947.

"Submitted.

2. In the circumstances reported by the Collector, and in order to encourage indigenous industries, the Commissioner recommends the grant of a mining lease to the applicant, for a period of 10 years in the first instance, subject to the condition regarding the payment of royalty mentioned in the last paragraph of the Collector's letter".

Resolution:- Sanction is accorded to the grant of a mining lease for a species of hyderated iron oxide and admixture of a clayey substance used in the manufacture of paints and distempers, to Mr.P.R.S.Pai, for a period of ten years in the first instance in respect of Survey Numbers 62 and 70 of Sootkoti village, taluka Hirekerur, district Dharwar subject to the following conditions:-

(1) Surface rent at the rate of Rel/- per acre per annum and dead rent at the rate of Rel/- per acre per annum should be paid by Mr.Pai until he begins to pay royalty. When, royalty becomes payable, it shall be calculated at the rate of 2½% of the gross value of the produce and shall be payable in addition to the surface and the dead rents referred to above.

(2) The Mining lease should be granted for a period of 10 years in the first instance.

2. The Collector of Dharwar should be requested to prepare the requisite draft lease in the model form printed in Government Notification, No.4524/24, dated 21st August 1925, as subsequently amended, and obtain the consent of Mr. P.R.S.Pai to its terms before the draft is referred to the Remembrancer of Legal Affairs for scrutiny. The draft lease should be submitted for the approval of Government through the Remembrancer of Legal Affairs who should be requested to revise the draft if necessary in consultation with the Advocate General.

By order of the Governor of Bombay,

B.A.TALPADE,
Under Secretary to Government.

Government Resolution, No.~~S.67/14289~~ 4519/55, Revenue Department, dated the 28th July 1947.

To

The Commissioner, S.D.,
The Collector of Dharwar,
The Director of Industries,
The Chief Conservator of Forests,
The Conservator of Forests, Southern Circle,
The Divisional Forest Officer, Dharwar, Bijapur Division,
The Accountant General,
The Finance Department,
The Remembrancer of Legal Affairs.

No. of 1947.

9-7. Copy forwarded for information and guidance to--

RDN 31/7

33

No.4819/45-G.
Revenue Department.
Bombay Castle, 28th July 1947.

From

The Under Secretary to the Government of Bombay
Revenue Department.

To

P.R.S.Pai, Esquire.

1089
31/7

Subject:- Mining Lease.
Grant of--over certain areas
in Sootkoti village, taluka
Hirekerur, district Dharwar.

Sir,

With reference to the correspondence ending with your letter, No.S.M.L./3, dated 21st April 1947, I am directed to state that Government is pleased to sanction the grant of a mining lease for a species of hydrated iron oxide and admixture of clayey substance used in the manufacture of paints and distempers, in your name, for ten years, in respect of Serial Number 62 and 70 of Sootkoti village, taluka Hirekerur, district Dharwar.

2. You will be charged surface rent at the rate of Re.1 per acre per annum and dead rent at the rate of Re.1 per acre per annum until you begin to pay royalty. When royalty becomes payable it shall be calculated at the rate of 2½% of the gross value of the produce and shall be payable in addition to the surface and the dead rents referred to above.

3. If you are agreeable to these terms I am to request you to inform the Collector of Dharwar who will then proceed with the preparation of the draft lease.

Your obedient servant,

For Under Secretary to the Government of Bombay,
Revenue Department.

Copies forwarded for information and guidance to:-

Will-
th Case
-papers.

The Commissioner, S.D.,
*The Collector of Dharwar,
The Chief Conservator of Forests,
The Conservator of Forests, Southern Circle,
The Divisional Forest Officer, Dharwar, Bijapur//Division,
The Director of Industries,
The Remembrancer of Legal Affairs,
The Accountant General,
The Finance Department.

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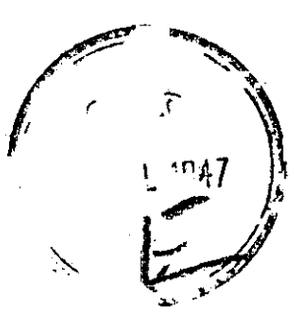

· Submitted -1/8 [illegible]

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7/8 -

Sol: Rma
1/8

65

LETTER.

To The Collector of Kanara.

No.10601-G/39. Bombay, 23rd December 1947.

Reference correspondence ending with your letter, No.S.79/25, dated 16th September 1947, regarding grant of a mining lease to Mr.A.N.Mallapur for mining asbestos ore from certain lands in the villages of Holegadde and Horbag in the Kumpta taluka. The accompanying draft lease as revised by the Solicitor to Government in the Legal Department is approved. Your attention is invited, in this connection, to the appended copy of the Solicitor to Government's memorandum, No.10925, dated 17th November 1947, and you are requested to see that clause 19 of the draft lease is modified in the manner suggested by the Solicitor to Government before the draft lease is sent for printing.

2. You are requested to arrange for the printing of twelve copies of the lease and its counterpart at the Government Central Press. The plan of the leased area should be lithographed at the Government Photozinco Press, Poona. The lease will have to be stamped and registered and you are authorised to execute the lease on behalf of Government.

3. One copy of the completed document should be sent to Government and another to the Solicitor to Government in the Legal Department.

4. The cost of printing the lease and lithographing the plan should, for the purpose of the pro-forma accounts, be debited to the head "25-General Administration".

By order of the Governor of Bombay,

For Under Secretary to the Government of Bombay,
Revenue Department.

Accompaniments:- Draft lease
and
Copy of Solicitor
to Government's
memorandum.

Copies...

S 1137 67

Copies to:-

*the Commissioner, S.D., (with reference to his memorandum, No.R.E.V.513, dated 12th December 1946),,

*With a copy of the Solicitor to Government's memorandum, No. 10925, dated 17th November 1947.

✓ the Solicitor to Government in the Legal Department,

the Director of Industries,

the Superintendent, Government Printing and Stationery,

the Manager, Government Central Press,

the Manager, Government Photozince Press, Poona,

the Finance Department.

RD/24-12.

Submitted

File in Mining Leases (4)

Map

31/12.

Sdn. Bdr. 31/12

Mining Leases (4)

21/12/44